

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
CASE NO. 1:10-cv-00564-MRB

LEXMARK INTERNATIONAL, INC.  
Plaintiff

v.

INK TECHNOLOGIES PRINTER SUPPLIES, LLC  
*et al*  
Defendants

**STIPULATED PERMANENT INJUNCTION, CONSENT JUDGMENT, AND  
DISMISSAL WITH PREJUDICE**

This matter is before the Court on the stipulated motion of Plaintiff, Lexmark International, Inc. (“Lexmark”) and Defendant Acecom Inc.– San Antonio (d/b/a InkSell.com) (hereinafter “ACECOM”) for entry of a Stipulated Permanent Injunction, Consent Judgment and Dismissal With Prejudice, having agreed to a compromise and settlement of this action.

**IT IS HEREBY FOUND, ORDERED, ADJUDGED WITH CONSENT OF  
THE PARTIES** that:

1. ACECOM is, or has been, in the business, among other things, of selling remanufactured and compatible toner cartridges in the United States for use in Lexmark laser printers, including E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers (the “Accused Cartridges”);
2. Lexmark owns and has standing to sue for infringement of United States Patent Nos. 5,337,032; 5,634,169; 5,758,231; 5,758,233; 5,768,661;

5,802,432; 5,875,378; 5,995,772; 6,009,291; 6,078,771; 6,397,015; 6,459,876; 6,487,383; 6,496,662; 6,678,489; 6,816,692; 6,871,031; 6,879,792; 7,139,510; 7,233,760; and 7,305,204 (the “Lexmark Patents”);

3. ACECOM agrees not to contest the validity and enforceability of the Lexmark Patents.

4. ACECOM’s importation and/or sale in the United States of (i) compatible cartridges suitable for use in E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers has been alleged by Lexmark to infringe at least the claims of the patents set forth in the table below; and (ii) remanufactured and/or refilled E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and E250/350/352/450 laser printers toner cartridges first sold outside of the United States have been alleged by Lexmark to infringe at least the claims of the patents set forth in the table below. ACECOM has denied that it infringes any valid and enforceable claim of the Patents-in-Suit.

| Patents-in-Suit  | ACECOM Toner Cartridges |                         |                       |                         |                       |
|------------------|-------------------------|-------------------------|-----------------------|-------------------------|-----------------------|
|                  | E120                    | E23x/E24x/<br>E33x/E34x | E25x/<br>E35x/E45x    | E320/<br>E322           | E220 and<br>E321/E323 |
| <b>5,634,169</b> |                         |                         |                       | 32,36,42                | 32,36,42              |
| <b>5,758,231</b> |                         | 1-16                    | 1-16                  | 1-16                    | 1-16                  |
| <b>5,995,772</b> |                         |                         |                       | 14,15,22,32             | 14,15,22,32           |
| <b>6,078,771</b> | 1,5,6,10,<br>12,13,15   | 1,5,6,10,<br>12,13,15   | 1,5,6,10,<br>12,13,15 | 1,2,5,6,10,<br>12,13,15 |                       |
| <b>6,397,015</b> |                         |                         |                       | 1,2,17,19               | 1,2,17,19             |
| <b>6,487,383</b> |                         | 5,6                     |                       |                         |                       |
| <b>6,496,662</b> |                         |                         | 1,3,5,7               |                         |                       |
| <b>6,678,489</b> |                         | 5-6                     | 5-6                   |                         |                       |
| <b>6,816,692</b> | 1-3,5,7,<br>8,10,13     |                         |                       |                         |                       |

| <b>Patents-in-Suit</b> | <b>ACECOM Toner Cartridges</b> |                                 |                            |                       |                               |
|------------------------|--------------------------------|---------------------------------|----------------------------|-----------------------|-------------------------------|
|                        | <b>E120</b>                    | <b>E23x/E24x/<br/>E33x/E34x</b> | <b>E25x/<br/>E35x/E45x</b> | <b>E320/<br/>E322</b> | <b>E220 and<br/>E321/E323</b> |
| <b>6,871,031</b>       |                                | 1,3,5,8,10                      | 1,3,5,8,10                 |                       |                               |
| <b>6,879,792</b>       |                                | 1-11                            | 1-11                       |                       |                               |
| <b>7,139,510</b>       |                                |                                 | 1,6                        |                       |                               |
| <b>7,233,760</b>       |                                |                                 | 1-10                       |                       |                               |
| <b>7,305,204</b>       |                                | 1,7,14,15                       | 1,7                        |                       |                               |

5. Except as permitted in Paragraphs 6 and 7, this Court permanently enjoins ACECOM as well as those persons or companies in active concert or participation with ACECOM who receive actual notice of the order by personal service or otherwise from making, using, selling, offering for sale or importing into the United States Accused Cartridges that infringe any of the above-identified patent claims or are not colorably different from the Accused Cartridges.

6. Pursuant to the terms set forth in the Settlement Agreement, dated December 30, 2010, between Ninestar Image Co. Ltd., Ninestar Image Int'l, Ltd., Seine Image International Co. Ltd., Ninestar Technology Company, Ltd., Ziprint Image Corporation, and Nano Pacific Corporation (collectively the "Ninestar Entities") and Lexmark (the "Settlement Agreement"), ACECOM may have a period of no longer than six months, starting from the date the Court enters this Stipulated Permanent Injunction, Consent Judgment and Dismissal With Prejudice, to sell its existing inventory of Accused Products that are physically located in the United States as of that date.

7. Nothing herein limits or shall be construed to limit in any way ACECOM's activities with respect to toner cartridges in which Lexmark's patent

rights have been exhausted or to redesigned toner cartridges that do not infringe Lexmark's patents. Further, nothing herein limits or shall be construed to limit in any way ACECOM's activities with respect to any Lexmark Patents that have expired, lapsed, are no longer enforceable, or have found to be invalid by a court of competent jurisdiction. Finally, nothing herein limits or shall be construed to limit in any way ACECOM's activities outside the United States.

8. ACECOM consents to personal jurisdiction by this Court, consents to venue in this District, and waives services of process for this action. Should this Court for any reason fail or decline to enter this Stipulated Permanent Injunction, the foregoing consents to jurisdiction and venue, and waiver of service of process, shall be null and void *ab initio*.

9. This Court retains jurisdiction over Lexmark and ACECOM to the extent necessary to enforce the terms of this Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice, as well as the Settlement Agreement, which is incorporated in its entirety herein by reference.

10. This Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice shall be binding upon and shall inure to the benefit of Lexmark and ACECOM, as well as each of their respective subsidiaries, corporate parents, affiliates, and/or successors and assigns.

11. Nothing herein shall be construed as evidence or an admission of any alleged wrongdoing or liability by ACECOM or as evidence of infringement of any claims of the Lexmark Patents.

12. All claims between Lexmark and ACECOM are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

Dated: March 18, 2011

By: *s/Michael R. Barrett*  
United States District Judge

HAVE SEEN AND AGREED TO ON MARCH 17, 2011;  
TO BE ENTERED:

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